

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

Travelers Property Casualty Company
of America,

Plaintiff,

COMPLAINT

v.

C.H. Robinson International, Inc.,

Defendants.

Plaintiff Travelers Property Casualty Company of America, by its attorneys,
Pfefferle Kane LLP, as and for its Complaint against C.H. Robinson International,
Inc., states and alleges as follows:

PARTIES

1. Plaintiff Travelers Property Casualty Company of America (hereinafter "Travelers") is an insurance company duly organized under the laws of the State of Connecticut, with its principal place of business at 1 Tower Square, Hartford, Connecticut 06183. At all times relevant herein, Travelers was authorized to issue policies of insurance and otherwise transact business in the

State of Minnesota. Travelers is the subrogated insurer of the hereinafter described cargo.

2. Indonesian Imports, Inc. D/B/A The Sak ("Sak"), is a corporation duly organized in the State of Delaware with its principal place of business located at 440 Alabama Street San Francisco, California 94110. At all times relevant hereto, the Sak is a company that sells accessories across the globe.

3. Upon information and belief, C.H. Robinson International, Inc. ("C.H. Robinson"), is a corporation duly organized in the State of Minnesota with its principal place of business located at 14701 Charlson Road Eden Prairie, MN 55347. At all times relevant hereto, C.H. Robinson was a corporation engaged in business as bailees, common carriers, Vessel Operating Common Carriers, and/or Non Vessel Owning Common Carriers for hire, within the United States and within this judicial district.

JURISDICTION AND VENUE

4. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1331 because this matter in controversy arises out of the violation of the Carriage of Goods by Sea Act, 46 U.S.C. § 30701. Additionally, the Court has admiralty jurisdiction pursuant to 28 U.S.C. § 1333.

5. Venue lies with this Court pursuant to 28 U.S.C. § 1391 because the Defendant resides within the judicial district of Minnesota and because the parties agreed that any dispute arising out or related to carriage provided under the Bill of Landing shall be brought in the United States District Court for the District of Minnesota.

6. This Court has personal jurisdiction over Defendant named herein because, at all times relevant hereto, the parties agreed to resolve any dispute relating to the Bill of Landing in United States District Court for the District of Minnesota.

FACTUAL ALLEGATIONS

7. Sak and C.H. Robinson entered into a contract of carriage, whereby C.H. Robinson agreed to carry 3420 units of Leather Handbags (the “Cargo”) from Phnom Penh, Cambodia to Long Beach, California and to deliver the Cargo in good order, quantity, and condition.

8. On or about October 11, 2020, Defendant issued an International Multimodal Bill of Landing No. CHRKHR20926 (“BOL”).

9. Travelers’ insured, the Sak, was the consignee and had title and risk of loss to the Cargo during transit.

10. On or about October 11, 2020, the Cargo was delivered to C.H. Robinson and/or its agents in good order and condition and pursuant to the BOL.

11. During transit, the ship transporting the Cargo lost several shipping containers overboard, including the shipping container carrying the Cargo.

12. As a result, C.H Robinson failed to deliver the Cargo to its destination in good order, condition, and quantity.

13. The damages to the Cargo totaled \$125,562.36.

14. Travelers issued a policy of insurance to the Sak insuring the subject Cargo against loss or damage to transit (hereinafter "Policy").

15. Under the terms of its Policy with Sak, Travelers paid \$125,562.36 for damages caused to the Cargo by C.H. Robinson and, by virtue thereof, Travelers has become legally, contractually, and equitably subrogated to the rights of the Sak to recover against C.H. Robinson to the extent of the payments made.

FIRST CAUSE OF ACTION:
VIOLATION OF 46 U.S. CODE § 1303 AGAINST C.H. ROBINSON

Travelers, as and for its first cause of action, incorporates the above Paragraphs and further states and alleges as follows:

16. Upon information and belief, at all times relevant C.H. Robinson was and is a carrier within the meaning of 46 U.S.C. § 30701.

17. C.H. Robinson accepted the Cargo pursuant to a multimodal bill of lading.

18. C.H. Robinson accepted the Cargo in good order and condition.

19. C.H. Robinson had a duty under 49 U.S. Code § 1303 to deliver the Cargo to the Destination in good order and condition.

20. C.H. Robinson breached its duty by failing to deliver the Cargo to the Destination in good order and condition.

21. Pursuant to 49 U.S. Code § 1303, C.H. Robinson is liable for the actual loss to the Cargo.

22. As a direct result of C.H. Robinson's failure to deliver the Cargo to the Destination in good order and condition, Travelers compensated Sak in an amount of \$125,562.36 for the value of the Cargo.

23. Pursuant to the terms of the Policy, Travelers has paid \$125,562.36 for the damages caused by C.H. Robinson, and is therefore legally, contractually, and equitably subrogated to the rights of Sak to recover against C.H. Robinson to the extent of the payments made.

WHEREFORE, Plaintiff Travelers Property Casualty Company of America, demands judgment against Defendant C.H. Robinson International, Inc., in an

amount of \$125,562.36, together with reasonable costs and disbursements incurred herein, prejudgment and post judgment interest thereon, and for any other relief the Court deems just and equitable.

Dated: April 9, 2021

PFEFFERLE KANE LLP

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